



# **ILLINOIS COMMERCE COMMISSION**

**APPLICANT'S HANDBOOK**

**FOR**

**HOUSEHOLD GOODS MOVING SERVICE**

**WITHIN ILLINOIS**

Transportation Division  
Illinois Commerce Commission  
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## **HANDBOOK FOR APPLICANTS FOR A LICENSE TO PROVIDE MOVING SERVICES IN ILLINOIS**

The transportation of household goods is a very personal service; and is the transportation service, which most directly affects Illinois consumers.

Under Illinois law, only those businesses, which have demonstrated that they are fit, willing and able to provide this service, will be licensed. Additionally, such businesses are subject to regulatory requirements regarding price and service offerings, financial reporting and operational documents, as well as compliance with safety and insurance standards. It is unlawful to perform for-hire household goods transportation within Illinois without possessing a valid license from the Illinois Commerce Commission (Commission).

Applicants for a license to provide moving company services in Illinois are required, as part of their demonstration of fitness, to take an examination testing their knowledge of the basic regulatory requirements.

While this publication attempts to provide substantial information needed for applicants to successfully complete the examination, applicants should be fully aware of all the provisions of the Illinois Commercial Transportation Law (ICTL) governing the transportation of household goods within Illinois. This publication is designed to highlight the statutory and regulatory requirements that are basic to providing legal and lawful moving company services; but, does not contain references to all of the provisions of the ICTL and regulations governing the transportation of household goods within Illinois.

***The information contained within this handbook is for educational purposes only. Although we have attempted to highlight the major areas of motor carrier household goods regulation and provide the latest information, the handbook is not a substitute for the actual provisions contained within the Law or the appropriate rules and regulations. As a household goods carrier, you are the one who is ultimately responsible in assuring that you are aware of and operating within the ICTL and its rules and regulations.***

## Certificate of Public Convenience and Necessity

It is unlawful to transport goods on the public roads from household to household between points within Illinois without having a certificate of public convenience and necessity (certificate) in good standing.

The certificate is not just a license. It also represents an obligation to serve the public, without discrimination, fairly, responsibly, and at reasonable prices.

The mover may not provide service beyond the territory set forth in its certificate, nor refuse, on reasonable demand, to provide authorized service for any reason.

A mover may not provide service until the certificate is issued, nor if the certificate is suspended or revoked.

Once a certificate is issued, the mover needs written approval from the Commission for the following:

- To sell its license or company.
- To suspend operations.
- To change its name.
- To transfer control to another party.

### Certificate Suspension and Revocation:

The Commission may suspend and revoke a mover's certificate if the mover fails to comply with the requirements of the ICTL and the Commission's regulations. Suspension and revocation may take place with or without a formal hearing before the Commission depending upon the nature of the violation.

However, the mover **must cease operations immediately**, if the mover fails to maintain continuing compliance concerning property, liability and/or workman's compensation **insurance requirements**, or fails to maintain an effective tariff on file with the Commission. The mover may not resume operations until compliance is achieved.

If a permanent certificate is **revoked**, the mover has one year from the date of revocation to petition to have its certificate reinstated, upon compliance with all Commission requirements. The mover may not resume operations until the certificate is reinstated by order of the Commission.

## Standards for Obtaining a Certificate

An applicant must prove there is a public need for the service and prove that the applicant is fit to hold a certificate. Upon making such proof, and complying with requirements for issuance, a Temporary Certificate will be issued.

### Public Need Standards:

In determining whether a public need exists for the requested service the Commission shall consider demographic statistics, supporting shipper testimony, or any other evidence presented which is material and relevant.

### Fitness Standards:

Whether an applicant is “fit” to obtain a license from the Commerce Commission is dependent on a number of factors.

- Applicant has attended a Commission approved **seminar** regarding Commission rules and regulations.
- Applicant has presented a completed **financial statement** consisting of balance sheet and projected income statement.
- Applicant has obtained a **75% or better score** on the Commission’s written examination-testing knowledge of rules and regulations related to the requested license.
- The applicant possesses, or can acquire, **equipment and facilities** of a type required for the transport of household goods.
- The applicant has established a **safety**, training, and maintenance program.
- The applicant has provided its previous **safety record**, if any, including safety citations and disciplinary actions.
- Whether the applicant has been convicted of a crime punishable by death or imprisonment in excess of one year under the law under which he/she was convicted, or a crime involving dishonesty or false statement regardless of the punishment.
- Whether the applicant is currently, or has been the subject of civil penalty action by the Commission.

## Temporary Authority Compliance Requirements

If the Commission determines that the service is needed and the applicant is fit, a temporary certificate will be issued when the mover is in compliance with the Commission's requirements concerning property, liability and workman's compensation insurance, and tariff filings.

The applicant has 60 days from the issuance of the order granting temporary authority to file the following with the Commission:

- **Rates** applicable to the full extent of the temporary authority; and
- If applicable, proof of **insurance** as required in compliance with the **Worker's Compensation Act** (820 ILCS 305 et seq.); and
- Proof of **liability insurance**, and any required cargo and C.O.D. affidavits or bonds/insurance; and
- Payment of **franchise fees** for each truck to be operated under the temporary authority.

Failure to submit the above within the specified 60 day period will result in the order granting the temporary authority being vacated and the application being dismissed.

An applicant may operate as a mover under a temporary authority **for up to one year after the service date of the order** granting temporary authority.

During that year of operation, the temporary authority holder shall be subject to:

- A compliance audit conducted by the Commission; and
- A review of any and all consumer complaints against the temporary authority holder.

## Mover's Insurance Requirements

### Public Liability and Property Damage Coverage:

The minimum amount of public liability and property damage insurance coverage required of movers is \$750,000. Additional insurance coverage may be required for the transportation of hazardous materials.

### Cargo Insurance:

The minimum amount of **cargo** insurance required is \$10,000.

## **Worker's Compensation Insurance Requirements:**

### *What is workers' compensation?*

Workers' compensation is a system of benefits provided by law to most workers who have job-related injuries or diseases. These benefits are paid regardless of fault. The law limits the amount of the benefit.

### *Who is covered?*

Almost every employee who is hired, injured or whose employment is localized in the state of Illinois is covered by workers' compensation. These employees are covered from the moment they begin their jobs.

### *Who provides the benefits?*

The employer is responsible for providing benefits. The employer pays the benefits either directly or through a service or insurance company that administers the program for the employer. No part of the workers' compensation insurance premium or benefits may be charged to the employee.

The employer must post a notice in the work place indicating the name, business address and business telephone number of the person, service company or insurance company (including the insurance policy number) to contact for questions relating to workers' compensation.

All **movers** are required to submit either a copy of their current policy providing insurance coverage as required by the Illinois' Worker's Compensation Act (820 ILCS 305 et seq.), **or** a notarized certification that the mover, under the terms of that Act, is not required to maintain workers' compensation insurance.

## **Tariffs**

The Illinois Commercial Transportation Law requires motor carriers of household goods to publish a list of their services and the prices for those services. The Commission requires that publication called a tariff, to be filed and available to the public.

Transportation of household goods wholly within 10 air miles of any city, town, village or municipality **AND** which begins or ends outside of Cook County or other counties having a population in excess of 1,000,000 is "**rate exempt**". A mover is not required to publish or adhere to its tariff rates for a "rate exempt" move. However, the mover is still required to adhere to all other provisions within the ICTL and its tariff.

All moves wholly within Cook County or other counties having a population in excess of 1,000,000 are **not rate exempt** and are governed by the mover's tariff.

The tariff must list all services and products the mover is providing. There must be no doubt as to what the services are, nor any doubt as to the application of the rates.

Movers may **NOT** provide any service **UNLESS**:

- (1) it is specified in its tariff;
- (2) the tariff has been filed;
- (3) the filed tariff has been accepted by the Commission; and
- (4) the tariff is in effect.

**Movers may not charge any more, or any less, than the rates specified in their tariffs.**

Discounts, for any reason, are **not** allowed.

Rates for the actual transportation of goods must be stated in cents per 100 pounds, and based on distances EXCEPT that rates for moves of 35 miles or less or moves totally within counties with a population in excess of 1,000,000 may be stated on an hourly basis.

Rates for products and incidental services must be published within the carrier's tariff. Products and services incidental to the transportation of household goods, include, but are not limited to; wrapping, tape, boxes, crates, furniture assembly, appliance hookup, packing, and unpacking.

Changes in tariffs must be filed with the Commission at least 15 calendar days prior to their scheduled effective date.

Providing a service that is not published in an effective tariff, charging less than the prices contained in the tariff, or offering anything of value to a customer which increases the value of the service provided, is unlawful.

**MINIMUM CHARGES:** Movers may establish minimum charges to apply for either local or intercity moves. However, the mover may not collect established minimum charges unless the mover has advised the customer of the minimum charge in advance, **in writing**.



## Liability For Loss Or Damage

Moving companies are required to establish tariff rates which provide for liability of the mover for the full, actual depreciated value of the customer's goods should they be damaged or lost.

Because personal effects and household contents vary widely in value and in their susceptibility to damage, it is impractical to set "one rate" which would apply to all shipments regardless of the value of the goods.

To address this issue, the Commission allows movers to establish rates at a standard level based on very limited liability of 30 cents per pound per article. The mover is then required to provide for higher liability (for an extra charge) dependent upon the value declared by the customer.

The customer has three choices to establish the mover's **maximum** liability:

1. 30 cents per pound **per article**. (See **Note**)

**NOTE:** The customer, by his or her own handwriting may agree to have a shipment valued for loss or damage purposes at thirty cents per pound per article. To release the shipment at thirty cents per pound per article, the customer **must insert, on the bill of lading in his or her own handwriting, the words "thirty cents per pound per article" and his or her signature.**

2. \$2.00 per pound times the weight of the shipment.
3. Stated or declared value for the entire shipment.

Unless the customer specifies otherwise, the mover's maximum liability is \$2.00 per pound, times the total weight of the shipment, assuming the mover used reasonable care in handling the shipment. If the shipment weighs 3,000 pounds, the mover's maximum liability would be \$6,000.

How are these various options applied?

Example: **Shipment Weight** is 2,000 pounds; **Actual value** of entire shipment is \$8,000. The **shipper has declared** the value of the shipment at \$10,000.

The Mover's Maximum Liability Is:	Customer Establishes Liability At:		
	30 cents per pound  per article	\$2.00 times shipment weight	Declared Shipment Value \$10,000
<b>For Entire Shipment</b> Computation Explanation	<b>\$600</b> 30 cents times 2000 lbs.	<b>\$4,000</b> \$2 times 2000 lbs.	<b>\$8,000</b> Actual value of shipment
<b>For 1 article weighing 10 pounds</b>			
<b>Value \$5</b> Computation Explanation	<b>\$3</b> 30 cents times 10 lbs.	<b>\$5</b> Actual value under \$4000	<b>\$5</b> Actual value under \$8000
<b>Value \$500</b> Computation Explanation	<b>\$3</b> 30 cents times 10 lbs.	<b>\$500</b> Actual value under \$4000	<b>\$500</b> Actual value under \$8000
<b>10 articles, weighing 100 lbs. each, actual value \$500 each</b>			
<b>Liability per article</b> Computation Explanation	<b>\$30</b> 30 cents times 10 lbs.	<b>\$500</b> Actual value under \$4000	<b>\$500</b> Actual value under \$8000
	<b>\$300</b> 30 cents times 100 lbs. times 10 articles	<b>\$4,000</b> Actual value but maximum is \$4000	<b>\$5,000</b> Actual value under \$8000

## Customer Insurance Coverage

In addition to the mover's liability protection under the law for loss or damage to articles, the customer may wish to separately insure the goods.

**Provided the mover is in full compliance with the requirements of the Illinois Insurance Code, including those pertaining to acting as an insurance agent,** the mover may offer insurance to the customer if:

- 1) The customer agrees to the insurance, in writing, prior to the move.
- 2) The customer is given a copy of the insurance policy prior to the move.
- 3) The insurance policy must include the name, address and telephone number of the insurance company and/or the insurance company's agent, that the customer may use in the filing of a claim for loss and damaged goods.

The mover must file and keep a copy of the customer's insurance policy as part of its records for the move.

An original copy of the insurance policy or certificate is to be filed with the issuing insurance company.

When insurance is sold, the customer is entitled to recover from the mover, under the liability provisions of the law, **and** from the insurance company under the insurance policy. Claims for loss or damage should be filed by the consumer separately for each recovery.

## Estimates of Charges

One of the most important areas of concern is the issuing of timely and accurate written estimates of total costs for a prospective move. Inaccurate estimates can result in many problems for the mover and great aggravation for the customer.

What's the difference between a **rate quote** and an **estimate**? A rate quote is when the mover tells the customer "My rate per hour for that move is \$100". An estimate is "My rate per hour is \$100 for three men and a van, I estimate that your move will take a total of 8 hours. With you doing all the packing and supplying of materials, I estimate your total cost for the move to be \$800.00."

It is best that the mover make estimates based on an actual physical inspection of the goods. This enables the mover to determine the size of the shipment and the physical layout of the residence. However, estimates may be based upon the customer's written description, or based upon information by telephone.

Regardless of the method that the mover utilizes to obtain a description of the goods and services to be performed, **all estimates must be confirmed in writing prior to the rendition of service (before starting of the move).**

Estimates shall be on a Commission approved household goods estimate form.

Mover's should take great care to fully inform the customer of the services, rates, and limitations upon which the estimate is based, including, but not limited to, packing services, travel time, number of employees to be used for the move, charges based on weight, packing supplies, storage requirements, liability charges and any applicable minimum weight or time requirements.

**Collection of charges greater than the estimate:**

If the total tariff charges for any shipment exceed the estimated charges plus 10%, the customer is entitled to, and the mover must so advise, to defer payment for 30 days for that portion of the total charges which exceeds 110% of the estimated charges.

**Estimate Records:** Written estimates are an important record. A copy must be kept as part of the mover's documentation for this move. Each documentation file must include at least a copy of the written estimate and the bill of lading. Copies of other documentation may be necessary if storage or customer insurance or loss and damage claims are involved.

**Estimate forms** must contain at least the following:

- Identified at the top of the first page as an "Estimate of Charges".
- The name, address and telephone number and "IL.C.C. #" of the mover.
- The customer's name, and the points of pickup and delivery.
- The number (and size, if applicable) of trucks and personnel to be used.
- For hourly rated shipments, the number of hours, including travel time, estimated for the transportation of the shipment.
- For weight rated shipments the weight and distance estimated for the transportation of the shipment.
- The description and estimated charges for any accessorial services including packing, packing materials, valuation, storage, warehouse handling or other charges contained within the mover's lawfully filed tariffs.
- The total estimated cost for the transportation of the shipment.
- A copy, signed by the mover, of the written estimate shall be delivered to the customer before rendition of the service, and the mover as part of its records shall maintain a copy.
- If storage service is to be provided, the amount of time the goods are to be in storage, storage charges and whether the service is "storage in transit" or not.

# Sample Estimate Form

## ESTIMATE OF CHARGES

Aardvark Moving & Storage, Inc. IL.C.C. 12234  
402 West Main Street,  
Springfield, IL 62701  
Telephone number 217-999-9999

Customer's Name: \_\_\_\_\_

Pickup Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Number of trucks to be used:\_\_\_\_\_ Size of truck (if applicable):\_\_\_\_\_

Number of personnel to be used:\_\_\_\_\_

Number of miles between pickup address and delivery address:\_\_\_\_\_

If the move is 35 miles or less: Estimated number of hours:\_\_\_\_\_ Mover's minimum hours:\_\_\_\_\_

If the move is more than 35 miles and wholly outside of Cook County, it is an intercity move and the rates are based on distance and weight. The shipment must be weighed, in accordance to the mover's tariff, at a certified scale and a copy of the weight ticket given to the shipper.

Estimated Distance from Origin to Destination:\_\_\_\_\_

Estimated weight of the shipment:\_\_\_\_\_ Mover's established minimum weight:\_\_\_\_\_

Estimated Storage Charges:\_\_\_\_\_ Length of time of storage:\_\_\_\_\_ From:\_\_\_\_\_ To:\_\_\_\_\_

Accessorial services requested:\_\_\_\_\_

Estimated accessorial charges:\_\_\_\_\_

**Total Estimated Charges for the Shipment: \$**\_\_\_\_\_

\_\_\_\_\_  
(signature of mover's estimator) (date)

\_\_\_\_\_  
(typed or printed name and title of estimator)

Method of payment accepted: Cash, Cashier's Check, Money Order, Personal Check, Credit Card, etc.

Statement that if actual charges exceed the written estimate by more than 10 percent, the amount in excess of 110% of the estimate may be paid within 30 days of delivery of the shipment.

## Bills of Lading or Other Forms

A bill of lading is the basic contract for carriage. It incorporates by reference all of the terms and conditions of the mover's tariff on file with the Commission.

It is issued by the mover at time of pickup, and authorizes the mover to have possession of the goods for transportation purposes.

The following information shall be shown on the bill of lading:

- Description of the goods transported.
- The weight or other unit used to compute freight charges.
- The points of origin and destination.
- The customer's name.
- The name, address, and telephone number of the office of the mover who should be contacted in relation to the shipment, should there be a need for such contact.
- The name, address, and telephone number of a person to notify of any delay in pickup or delivery.
- The agreed pickup date, the actual pickup date and the agreed delivery date, or the agreed period of time within which delivery of the shipment is expected at the final destination.
- The estimated amount due to the mover to obtain possession of a Collect on Delivery ("C.O.D.") shipment.
- A statement that, unless the customer expressly releases the shipment to a value of 30 cents per pound per article, the mover's maximum liability for loss or damage to the shipment shall be an amount equal to \$2.00 for each pound of weight in the shipment or the lump sum value declared by the customer on this form, whichever is greater.

## Rate Application - Equipment and Personnel

As stated previously, for hourly rated shipments the mover is to determine for the estimate the number of employees and the size and number of motor vehicles appropriate to provide safe and timely transportation services for the requested movement.

If the mover deviates from its initial determination as stated in the mover's written estimate, **the customer shall not be charged for any excess charges resulting therefrom unless the customer is informed prior to service being initiated and agrees in writing.** An example would be the mover's written estimate stated three men and a van; but the mover used four men without the shipper's written approval. The mover can not charge for the fourth man.



A **notation** shall be placed on the **bill of lading** indicating the number of men and motor vehicles initially estimated and the number actually furnished and used for the move.

For weight distance rated shipments or storage in transit shipments, the carrier is required to weigh the shipment, without the crew on the vehicle, at a certified scale prior to loading the goods and after the goods are loaded at the point of origin or the nearest certified scale in route to the destination. A copy of the certified scale ticket shall be given to the shipper and the weight of the shipment shall be noted on the bill of lading. **The customer has the right to be at the certified scale when the shipment is weighed.**

No household goods carrier shall permit any driver, helper, and / or packer to be used in the transportation of any household goods shipment or in the performance of accessorial services unless that person is trained in the movement of household goods.

No household goods carrier shall knowingly permit drivers, helpers, and / or packers to go on duty or be allowed while on duty who are under the influence of alcoholic beverages or liquors of any kind, or narcotics, or habit forming drugs not prescribed by a physician. Knowledge by the carrier is deemed to exist if known to the foreman or other manager of the crew.

Equipment and facilities used by the mover shall be maintained in such a manner as to protect the shipment of goods from damage or breakage; and the equipment must be clean and free from vermin and debris.

## Standards for Forms of Payment

Movers **must** accept payment tendered in cash, cashier's check or money order.

Movers **may accept** payment in other forms, including personal checks and credit cards, if to do so does not result in a practice which circumvents the statutory requirement that a mover charge no more or less than the rate in the applicable tariff.

Movers **shall not refuse to accept any ordinary form of payment** unless, before rendition of the service, the mover has advised the customer, **in writing**, that it will not accept payment by personal check or credit card or other forms of payment other than cash, cashier's check or money order.

## Delay Notification

Movers shall guarantee delivery on a specified date. The mover may provide a charge in its tariff for such guaranteed delivery.

Movers shall notify the customer of any delay in pickup or delivery.

## Consumer Guide

Prior to a move, the mover **is required** to give the customer a copy of the Commission's pamphlet entitled "Household Moves in Illinois, A Consumer Guide".

This pamphlet provides the customer with vital information concerning moving in Illinois with a licensed mover.

The pamphlet benefits both the customer and the mover, as it:

- Informs the customer of their rights and obligations under the ICTL.
- Informs the customer what to prepare for in the upcoming move.
- Advises the customer how to choose a good mover.
- Lets the customer know what to expect prior to, during and after the move has taken place.

The pamphlet also informs the customer about such things as payment for the move, storage, mover's liability, dispute resolution and a number of other important issues.

## Storage Services

In most instances the storing of personal property is an integral part of any moving company's service. Storage also presents special challenges, in the proper care and handling of property. The circumstances surrounding storage will determine the rights, responsibilities, obligations and liability of the mover as a warehouseman.

**All warehousing in Illinois is subject to the licensing and regulatory requirements of the Illinois Department of Agriculture.** Any entity offering storage services must comply with those regulations. A mover who stores goods in their warehouse must issue to the shipper a warehouse receipt and a written inventory of those goods. Regardless of the type of storage, the Commission regulates transporting of the customer's goods to or from storage.



Storage of goods for a relatively short period of time (less than 180 days), to complete the move from one residence to another is usually considered “storage in transit” and are in addition to the transportation services being performed. Storage in transit shipments are regulated by the Commission.

“Storage in transit” as defined by the Commission requires the mover:

- a) Upon receiving a request for storage service, to ascertain whether it is the intent of the customer to have the shipment stored in excess of 180 days. The storage service shall be treated as **permanent storage if the storage is in excess of 180 days or if the time period of intended storage is indefinite.** Only storage incidental to transportation and stored for less than 180 days shall be deemed storage in transit.
- b) To charge for storage in transit in an amount per 100 pounds per day or fraction thereof and **NOT** by lot size, or by the week or by the month.

It is the **mover’s** responsibility to fully advise the consumer of the different aspects involving storage and **get a written statement from the consumer which clearly states whether the shipment is intended to be in storage for 180 days or less.**

If the customer requests storage in transit or permanent storage service, the mover must, prior to loading at the point of origin, prepare a written inventory. After 180 days, storage in transit shipment is considered to be “permanent storage” and no longer governed by the mover’s tariff or Commission regulations.

## Inventory and Inventory Forms

Movers are required to issue a completed inventory form for:

- All shipments for which storage in transit service is requested;
- All shipments over 35 miles when the move is wholly outside of Cook County or a county having a total population in excess of 1,000,000; and
- All other shipments upon request of the consumer (provided the customer agrees to pay the tariff rate for preparation of an inventory).

The customer shall **NOT** be charged for an inventory prepared for a storage in transit shipment or for a shipment moving greater than 35 miles (distance weight rated shipment) when the move is wholly outside of Cook County or a county having a population greater than 1,000,000.

The inventory must be completed before loading of the shipment at origin, and signed **by the mover and the customer.**

The mover shall advise the consumer that the consumer is permitted, at delivery, to make notations on the inventory form concerning the condition or absence of goods.

Another copy of the inventory form, reflecting any changes in the number, nature or condition of the lading, signed by the mover and the customer, shall be given to the consumer at destination after the shipment is unloaded.

Inventory forms shall contain the following information:

- The name, address and telephone number of the mover.
- The customer's name, and the points of pickup and delivery.
- Mover's description of the goods and the condition of those goods.
- Provide a column for the customer to note any exception to the inventory as prepared by the carrier.
- Note any goods held by the mover pending payment of charges.

## **Claims for Loss or Damage / Overcharges**

Movers must allow **at least 9 months** from date of delivery, or scheduled date of delivery, for the customer to file loss or damage claims.

Movers must allow customers to file suits **for loss or damage for at least 2 years** from the date the mover declines a claim **and 3 years for overcharges**.

Claims must be submitted **in writing** and must be for **specified amounts**.

The mover shall **acknowledge** its **receipt in writing** to the claimant within **30 days** after the date of receipt of a claim for loss or damage or overcharge.

The mover shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim.

**Movers shall pay, decline, or make a written firm offer** to be held open for 30 days to settle a loss or damage claim with the claimant within **120 days** after receipt of the claim by the mover, except where the claimant and the mover agree in writing to an extension of time for a definite period.

**Movers shall pay, decline, or make a written firm offer** to be held open for 30 days to settle a claim for overcharges with the claimant within **60 days** after receipt of the claim by the mover, except where the claimant and the mover agree in writing to an extension of time for a definite period.

If the mover declines to pay a claim or makes a firm offer to settle in an amount different from that sought by the claimant, the mover shall give the claimant written notice of its action and reason(s) for its action.

## Dispute Resolution

Movers and customers must make good faith efforts to resolve disputes.

Commission staff will, upon request, provide the parties with information necessary or helpful in negotiating a resolution to the dispute or in following established claim procedures.

If a customer and mover are unable to resolve a dispute, either party may request the Commission staff's participation in the dispute resolution process as a mediator.

### **Movers are required to participate in mediation in good faith.**

Mediation will terminate when the parties reach an agreement about all issues in dispute, when the customer withdraws as a participant, or when the staff mediator determines that there is no reasonable likelihood that the parties will reach an agreement on any issues remaining in dispute.

If some or all of the issues in dispute between a customer and a mover remain unresolved after mediation, the customer may request arbitration of the dispute by a Commission arbitrator, appointed by the Commission. Movers are deemed to join in a request for arbitration submitted by a customer.

To commence arbitration, a customer must sign and submit an Agreement to Arbitrate form obtained from the Commission, along with an arbitration fee of \$25. When a customer submits a form, the mover and customer thereby agree to abide by the terms of the arbitration award.

## Financial Accounting and Retention of Records

Illinois intrastate household goods carriers must keep all books, records and memoranda that support, in any way, the entries to its accounting books and general ledger account balances, in such a manner that the carrier can furnish, at any time, full information for any account.

**Each carrier shall keep its books on the basis of generally accepted accounting principles and on an accounting year of 12 months ending on the 31<sup>st</sup> day of December of each year.**

If the household goods carrier is engaged directly or indirectly in any business other than a transportation business, the carrier shall keep separate and distinct records for the transportation operation.

All expenditures must be definitely supported by vouchers, payrolls, receipted bills, cancelled checks, receipts for petty cash payments, or other evidence of the expenditures incurred.

All revenues must be supported by bills of lading, freight bills, storage contracts, warehouse receipts, or in the case of income from a lessee, other documentation that evidences the revenue received.

The carrier's books and records shall include, but are not limited to, correspondence, memoranda, computer files, e-mail, computer data bases, written estimates, weight tickets, storage inventory sheets and storage contracts, insurance and valuation documentation, loss and damage claim documentation, overcharge and duplicate payment documentation, claim register, or other documentation related to the transportation operation.

**All carrier's books, records, accounts, and memoranda as stated above shall be kept for a minimum of 3 years.**

Unless otherwise authorized by the Commission, in writing, each carrier shall have an office in this State and shall keep in that office all books, records, accounts, papers, and memoranda as stated above.

Officers and employees of the Commission shall have the authority under the direction of the Commission to inspect, examine, copy and reproduce any and all books, accounts, papers, records and memorandum, etc., kept by a motor carrier, authorized personnel or motor carrier agent, with or without prior notice.

A household goods carrier is required to file an annual report by May 15<sup>th</sup> of each year for the preceding year of operation.

## **Advertisement Standards**

It is unlawful for a carrier to advertise, directly or indirectly, to perform household goods service beyond the commodity or territorial scope of its license or for services not specified within its tariff that is lawfully on file and in effect with the Commission.

**It is unlawful for a carrier to advertise its household goods operations are conducted at addresses or locations where duly authorized employees are not on duty during all business hours. The location of a telephone answering service does not constitute an address or location where duly authorized employees are on duty.**

It is unlawful for a carrier to advertise household goods services conducted pursuant to its license under any other company name than the full legal name as specified on the carrier's authority issued by the Commission.

It is unlawful for a carrier to use any other name on its household goods transportation documentation other than the full legal name as specified on the carrier's authority issued by the Commission.

Each carrier shall include, and shall require its agents to include, in every advertisement the full name of the household goods carrier as it appears on the carrier's license from the Commission. The advertisement shall also identify the carrier by showing the characters "IL.C.C" followed by the license number assigned to the household goods carrier by the Commission.

Advertisements include, but are not limited to, telephone directories, newspapers, magazines, flyers, Internet website, radio, and television. As well as the mover's documentation such as bill of lading, estimate and inventory forms, storage contracts, business cards, letterheads and other carrier related documents.

## **Vehicle Identification**

All Illinois Intrastate Motor Carriers are required to display their Illinois motor carrier number on both sides of the cab or power unit in lettering 2 inches high and ½ inch wide in contrasting color to the background so that it may be seen from a distance of 50 feet when the vehicle is not in motion. Vehicles weighing less than 9,000 pounds may reduce the size of the lettering to ½ inch high and 1/8 inch wide in contrasting color so that it may be easily distinguished from a distance of 25 feet when the vehicle is not in motion.

Interstate Carriers are required to obtain a U.S. DOT number and by law are required to display that number and their name exactly as it appears on the MCS 150 form filed with the Federal Motor Carrier Safety Administration.

## **Documentation Required to be Carried in Vehicles**

Inside each vehicle should be the Illinois household goods certificate, an original intrastate cab card (completely filled out to include Vehicle Identification Number (VIN), make, year, model and signed by a corporate officer or the individual owner of a certificate). Additionally, if a carrier operates leased vehicles under its certificate, a copy of the equipment lease with the approval stamp adhered thereto or a copy of the leasing agreement between the carrier and the bonafide public leasing company must be carried in the vehicle. Interstate household goods carriers must also carry a Single State Registration Stamp (SSRS) in each vehicle performing transportation across state lines, along with the appropriate International Fuel Tax Agreement (IFTA) license card and the International Registration Plan (IRP) apportioned card. All drivers, in addition to a driver's license, must also have a medical card on their person when operating a commercial motor vehicle.

Leases of equipment are valid only after properly filing with the Commission and approved by the Commission, unless otherwise specified within the regulations.

**An equipment lease is not a transfer of authority from the license holder to the lessee.** The license holder is fully responsible and accountable for any and all moves performed under its license. All documentation for the transportation of the household goods must be under the license holder's name as shown on the Commission's authority. **All payments for the movement of the household goods are to be paid to, made to the account of, or placed in a bank account of and designated to the license authority holder only.**

## Motor Carrier Safety Regulations

Carriers employing Commercial Driver's License (CDL) drivers are required to comply with Part 382 (of Federal Law) which establishes programs for testing for drugs and alcohol. The three major types of testing each company must conduct are: Pre-employment, Post-Accident and Random. If the carrier's vehicles have a Gross Combination Weight Rating (GCWR) in excess of 26,001 pounds, the carrier's drivers must have Commercial Drivers Licenses (CDL). No matter how small a company is, these regulations must be complied with. Smaller companies must join a consortium to meet the standards for testing. Company owners who also drive vehicles are **NOT** exempt from testing requirements and are counted among the total drivers.

All companies utilizing "commercial motor vehicles" are required to comply with all federal and/or state safety requirements. A commercial motor vehicle is defined as any self propelled or towed vehicle used on public highways in commerce to transport passengers or property under certain conditions. A transporter of household goods will fall under this definition as a transporter of property even in smaller vehicles because **the definition of "commercial motor vehicle" includes all gross combination weight rating vehicles in excess of 10,001 pounds.**

**A carrier will be required to have its vehicles inspected and display a valid inspection sticker every 6 months for intrastate transportation.** If a carrier also hauls in interstate transportation, the requirement for inspections is once per year; however, when a carrier falls under the state rules, it is necessary to perform the inspections twice per year.

A carrier is also required to maintain a Driver Qualification file for each regularly employed driver which contains their application for employment, inquiries to previous employers, inquiries to state agencies, annual review of driving record, annual driver's certification of violations, driver's road tests and certification, medical examination and any medical waiver they might have. Failure to maintain this file will result in a citation by either the Illinois Department of

Transportation auditors (IDOT) or the Federal Motor Carrier Safety Administration (FMCSA) auditors.

Your drivers may also be required to maintain daily logs showing their time of driving. Drivers who are exempt from this requirement must complete time cards, if they operate in intrastate transportation within 150 air mile radius; return to the work reporting location and are released within 12 consecutive hours; have each 12 hours on duty separated by at least 8 hours of consecutive off duty time; and don't exceed the maximum of 10 hours of driving time following their 8 hours off. **For interstate transportation, the triggering for log requirement is within a 100 air miles radius.**

You will also be required to maintain Inspection, Repair and Maintenance files on each of your vehicles you have controlled for 30 days or more whether used in intrastate or interstate transportation. The file must contain identifying information including the company number, make, serial number, year and tire size. Additionally, the file must include a schedule of inspections to be performed, including type and due date. All inspection, repair and maintenance records for that specific vehicle must be included in the file as well. These files must be retained for the past year for each vehicle at the location where the vehicle is housed and maintained for 6 months after the vehicle has left the carrier's control.

## **Interstate Household Goods Transportation**

Carriers desiring to transport household goods in interstate transportation must also obtain a Federal Motor Carrier Safety Administration Certificate, or lease to a carrier who is already federally licensed (such as a van line), prior to the rendition of any services. If federal authority is obtained, Illinois domiciled carriers must then register those rights with the Commission and obtain a Single State Registration Receipt (SSRS) for each vehicle.

## **Other Interstate Requirements**

If a carrier is transporting household goods across state lines in vehicles exceeding 26,000 pounds, it will also be necessary to obtain an International Fuel Tax Agreement (IFTA) license and decals for both sides of each vehicle. Failure to comply with this requirement will result in substantial fines and penalties.

A carrier will also be required to obtain an International Registration Plan (IRP) Apportionment Identification Card (cab card) and license plate for all vehicles exceeding a combined gross weight of 26,000 pounds. Commercial vehicles weighing less than 26,000 pounds but operating in two or more intrastate jurisdictions must also apportion.